

Exhibit

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FILED

04-11-2023

CIRCUIT COURT

DANE COUNTY, WI

2023CV000888

Honorable Rhonda L.
Lanford

Branch 16

STATE OF WISCONSIN**CIRCUIT COURT****DANE**Town Bank, National Association vs. Hall, Render, Killian,
Heath & Lyman, P.C. et al**Electronic Filing
Notice**Case No. 2023CV000888
Class Code: Money Judgment

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.
301 S BEDFORD STREET, SUITE 1
C/O REGISTERED AGENT - C T CORPORATION SYSTEM
MADISON WI 53703

Case number 2023CV000888 was electronically filed with/converted by the Dane County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party:

Pro Se opt-in code: 82e4fe

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnissees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 608-266-4311.

Dane County Circuit Court
Date: April 12, 2023

FILED

04-11-2023

CIRCUIT COURT

DANE COUNTY, WI

2023CV000888

Honorable Rhonda L.
Lanford

Branch 16

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

TOWN BANK, NATIONAL ASSOCIATION
850 West North Shore Drive
Hartland, WI 53029,

Plaintiff,

v.

Case No.: _____

Case Code: 30301

HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.,
a foreign corporation,
c/o Registered Agent – C T Corporation System
301 South Bedford Street, Suite 1
Madison, WI 53703

and

ABC INSURANCE COMPANY,

Defendants.

SUMMONS

THE STATE OF WISCONSIN TO SAID DEFENDANTS:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is served upon you, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to:

Clerk of Courts
Dane County Circuit Court
215 South Hamilton Street
Madison, WI 53703

and to plaintiff's attorney:

Terry E. Johnson
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated at Milwaukee, Wisconsin, this 11th day of April, 2023

von BRIESEN & ROPER, SC
Attorneys for Plaintiff,
Town Bank, National Association

By: Electronically signed by Terry E. Johnson
Terry E. Johnson
State Bar No.: 1016704
411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202
414-221-6605
tjohnson@vonbriesen.com

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STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

TOWN BANK, NATIONAL ASSOCIATION
850 West North Shore Drive
Hartland, WI 53029,

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HALL, RENDER, KILLIAN, HEATH & LYMAN, P.C.,
a foreign corporation,
c/o Registered Agent – C T Corporation System
301 South Bedford Street, Suite 1
Madison, WI 53703

and

ABC INSURANCE COMPANY,

Defendants.

COMPLAINT

Plaintiff, Town Bank, National Association, by its attorneys, von Briesen & Roper, s.c., as and for its complaint against defendants, and against each of them, alleges as follows:

1. Plaintiff is a national association engaged in the business of banking which maintains its principal place of business in Wisconsin at 850 West North Shore Drive, Hartland, Wisconsin 53029.
2. Defendant, Hall, Render, Killian, Heath & Lyman, P.C. (hereinafter "Hall Render"), is a foreign professional corporation which maintains its principal place of business at 500 North Meridian Street, Suite 400, Indianapolis, Indiana 46204. Its registered agent in

Wisconsin is C T Corporation System, 301 South Bedford Street, Suite 1, Madison, Wisconsin 53703. Hall Render is and was at all times material hereto engaged in substantial business in Wisconsin and in Dane County.

3. ABC Insurance Company is an insurance company which issued a policy of insurance providing coverage to Hall Render for the claims asserted against it in this complaint.

4. Plaintiff retained Hall Render to provide legal services to it in conjunction with financing arrangements entered into with Skaalen Retirement Services, Inc., Skaalen Nursing and Rehabilitation Center, Inc., Skaalendal, Inc., Vennevoll, Inc., Skaalen Village, Inc., Skaalen Retirement Services RCAC, LLC and Skaalen Retirement Services Foundation, Inc. (hereinafter, in the aggregate, "Skaalen") in 2016.

5. At and before retention of Hall Render to perform the legal services referred to herein, both Hall Render and its former shareholder, Patrick D. Walsh, held themselves out to both plaintiff and to the public in general of having special expertise in arranging for and preparing documentation related to financing arrangements and related agreements.

6. As part of that retention, in the exercise of reasonable care and in accordance with requests and instructions received by Hall Render from plaintiff, Hall Render was required to include language explicitly permitting plaintiff to recover from Skaalen any and all breakup and make whole fees, including all damages, claims and costs associated with the interest swap agreement entered into by Town Bank in conjunction with the financing arrangements with Skaalen and/or early termination of that financing arrangement.

7. Hall Render negligently failed to include language required both by the explicit requests by plaintiff and by the exercise of reasonable care as a professional explicitly requiring

Skaalen to pay and permitting plaintiff to recover from Skaalen breakup fees associated with the interest rate swap agreement.

8. Thereafter, because Skaalen prepaid the loan obligation, Town Bank became required to pay breakup fees associated with that interest rate swap agreement.

9. Town Bank attempted to recover those breakup fees from Skaalen, but was unsuccessful in obtaining recovery from Skaalen in litigation filed in the Circuit Court for Dane County, Case No. 21-CV-1412. That failure was caused directly and proximately by the negligence of Hall Render in drafting the documentation for the financing.

10. As a result of those events and the causal negligence of Hall Render, plaintiff sustained damages because of its inability to recover the breakup fees that should have been recoverable under the agreement with Skaalen and in the form of attorney's fees and expenses incurred in pursuing litigation against Skaalen in an amount to be determined by a jury upon trial.

WHEREFORE, plaintiff demands judgment against defendants, and against each of them, for compensatory damages in an amount to be determined by a jury upon trial, together with its taxable costs and disbursements herein, and such other and further relief as the Court may deem just and equitable.

**TRIAL BY A JURY OF TWELVE OF ALL ISSUES
PROPERLY TRIABLE BY A JURY IS HEREBY DEMANDED**

Dated at Milwaukee, Wisconsin, this 11th day of April, 2023

von BRIESEN & ROPER, SC
Attorneys for Plaintiff,
Town Bank, National Association

By: *Electronically signed by Terry E. Johnson*
Terry E. Johnson
State Bar No.: 1016704
411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202
414-221-6605
tjohnson@vonbriesen.com

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Attoe-Watson & Company, Inc.
579 D'Onofrio Drive, Suite 100
Madison, WI 53719

Served this 20th day of April, 2023 1:45 am/6pm
at the City of Madison
on Hall, Render, Killian, Heath & Lyman leaving with
Steve Karis
By: Cris T. Tandy

Title: Licensed Investigator